

**EXHIBIT A**

**DARPA COOPERATIVE AGREEMENT GENERAL TERMS AND CONDITIONS  
(NOV 00)  
FOR EDUCATIONAL INSTITUTIONS AND NONPROFIT ORGANIZATIONS**

**ARTICLE**

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1. Administrative Information: This Cooperative Agreement will be administered in accordance with the *DoD Grants and Agreement Regulations*, DoDGARS, (DoD 3210.6-R), that implements OMB Circular A-110, *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations* as of the effective date of this award.

2. Order of Precedence: In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

- (a) The DoDGARS;
- (b) The Award;
- (c) The articles contained in the agreement; and
- (d) The attachments to this agreement, if any.

3. Research Responsibility:

(a) The Recipient has full responsibility for the conduct of the research activity supported under this Agreement, in accordance with the Recipient's proposal, and the terms and conditions specified in this Agreement. Recipients are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads which may appear during the development of the research. However, they must consult the Grant Officer's Representative (GOR) through the Administrative Grants Officer (AGO) before significantly deviating from the objectives or overall program of the research originally proposed.

(b) The Recipient shall immediately notify the Grants Officer (GO) of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

4. Amendment of Agreement:

(a) Amendments maybe requested by either party. Recipient requests for amendments to this Agreement must be submitted in writing to the GOR , with a copy to the Grants Officer, before the desired effective date. The recipient shall detail the technical, chronological, and financial impact of the proposed amendment to the program. Changes are effective only after the agreement has been modified. *No other communications, whether oral or in writing, are valid.* Only the Grants Officer has the authority to act on behalf of the Government to modify this agreement.

(b) The Grants Officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

5. Standards for Financial Management Systems: The Contractor's (Recipients) financial management system shall comply with the standards set forth in DoDGARs §32.21.

6. Payments

(a) Reimbursement Payment Method. Upon acceptance of the terms and conditions of this Agreement and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," (original + 2 copies) by the Contractor to the GO, the Recipient shall be entitled to monthly payments made on a reimbursement basis. The GO will certify the SF 270 for payment and transmit it to the Defense Accounting Office, DFAS-IN-AKA, Attention: Vendor Pay, 8899 East 56th Street, Indianapolis, IN 46249-1325.

(b) Advance Payment Method. Upon acceptance of the terms and conditions of this Agreement and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," by the Contractor to the GO, the Contractor shall be entitled to an initial advance payment covering work to be performed during the first three months of the Agreement (and any preaward costs as applicable). Subsequent quarterly payments will be initiated upon receipt of the Contractor's SF 270 (original + 2 copies) by the Grants Officer who will certify and transmit it for payment to the Defense Accounting Office, DFAS-IN-AKA, Attention: Vendor Pay, 8899 East 56th Street, Indianapolis, IN 46249-1325. Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the Recipient's actual, immediate cash requirements in carrying out the purpose of the Agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the Recipient's actual disbursements for direct program costs and the proportionate share of any allowable indirect costs.

(c) AGO Certification. The AGO shall not certify the Recipient's request for additional cash payments until the Recipient has first disbursed any funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds.

(d) Interest. The Recipient shall maintain agreement funds in interest bearing accounts. Use of women-owned and minority-owned banks is encouraged. Interest earned on agreement funds shall be remitted in accordance with DoDGARs §32.22(1).

7. Administration and Cost Principles: Applicable to this Agreement, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate Department of Defense Grant and Agreement Regulations (DoDGARs) and OMB Circulars and attachments thereto, as revised as of the effective date of this Agreement, listed below. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Recipient (educational institution, nonprofit organization, state or local government).

- (a) 32 CFR part 22, “DoD Grants and Agreements – Award and Administration”
- (b) 32 CFR part 32, “Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”
- (c) 32 CFR part 33, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
- (d) A-21, "Cost Principles for Educational Institutions"
- (e) A-87, "Cost Principles for State, Local and Indian Tribal Governments"
- (f) A-102, "Grants and Cooperative Agreements with State and Local Governments"
- (g) A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
- (h) A-122, "Cost Principles for Non-profit Organizations"
- (i) A-133, “Audits of States, Local Governments, and Non-Profit Organizations ”

8. Program Income: Pursuant to DoDGARs §32.24(b)(3), program income earned during the project period shall be retained by the Recipient and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Government’s share of costs is based.

9. Prior Approvals:

(a) All prior approvals required by DoDGARs §32.25 are waived hereby except for the following:

- (1) Change of scope or objectives as required by Article 3 of the Terms and Conditions entitled "Research Responsibility."
- (2) Change of key personnel as required by Article 18 of the Terms and Conditions entitled "Principal Investigator."
- (3) Extension of the expiration period of this Agreement.
- (4) The need for additional Federal funding.

(b) Preaward Costs

(1) Recipients may incur preaward costs of up to ninety (90) days prior to the effective date of the Cooperative Agreement award.

(2) Preaward costs as incurred by the Recipient must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable in accordance with the appropriate cost principles.

(3) Any preaward costs are made at the Recipient's risk. The incurring of preaward costs by the "The Recipient does not impose any obligation on the Government, in the absence of appropriations, if an award is not subsequently made or if an award is made for a lesser amount than the Recipient expected.

(c) Unexpended Balances - In the absence of any specific notice to the contrary; Recipients are authorized to carry forward unexpended balances to subsequent funding periods.

10. Audit and Access to Records: The Recipient and its subrecipients shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.

The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure full accountability for federal funds. Audit requirements shall be as set forth in OMB Circular A-133.

11. Procurement: The Recipient's systems for acquiring goods and services under this Agreement shall comply with DoDGARS §32.40 through §32.49.

12. Subawards and Contracts/Subcontracts: The applicable Federal cost principles for subawards and contracts/subcontracts under this Agreement shall be those otherwise applicable to the type of organization receiving the subaward, contract or subcontract. In addition to OMB Circular A-21, the other applicable cost principles are:

(a) OMB Circular A-122, applicable to other nonprofit organizations, except those specifically exempted by the circular.

(b) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2), applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.

(c) OMB Circular A-87 (34 CFR 255), for state, local and Indian Tribal governments.

(d) 45 CFR 74, Appendix E, for hospitals.

13. Property:

(a) Title to all nonexpendable and expendable tangible personal property purchased by the Recipient with Cooperative Agreement funds shall be deemed to have vested in the Contractor upon purchase in accordance with the provisions of Office of Management and Budget (OMB) Circular A-110 and shall be used for the conduct of basic and applied research, unless stated otherwise in this Agreement schedule.

(b) The Recipient shall manage property in accordance with DoDGARs §32.30 through §32.37.

14. Reports and Reports Distribution: Reports shall be furnished as specified below:

## (a) Report Types.

(1) Quarterly R&D Status Report - This report, due 30 days after the reporting period, shall keep the Government informed of Contractor activity and progress toward accomplishment of Agreement objectives and advancement in state-of-the-art on the research and development involved.

(2) Special Technical Report - This report, due as required, shall document the results of a significant task, test, event or symposium.

(3) Final Technical Report - This report, due 90 days after expiration or termination of the Agreement, shall document the results of the complete effort.

(4) Final Financial Status Report - This report, due 90 days after completion of the Agreement, shall be submitted on a Standard Form 269 or 269A. The report shall be on a cash or accrual basis, depending on how the Recipient's accounting records are normally kept.

(5) Report of Federal Cash Transactions (*advance payment only*) – This report, due 15 days following the end of each quarter, shall be submitted on a Standard Form 272 and, when necessary, its continuation sheet SF 272a. The Recipient shall provide forecasts of Federal cash requirements in the "Remarks" section of the report.

## (b) Report Distribution.

<u>Addresses</u>	<u>Report Types (10.1)</u>	<u>Number of Copies</u>
Grant Officer's Representative	1, 2, 3	2
	4, 5	1
Administrative Grants Officer	3	1
	4, 5	2

DARPA/Technical Information Library	3	1
Defense Technical Information Center ATTN: BCS 8725 John J. Kingman Road, Suite 0944 Ft. Belvoir, VA 22060-0944	3	2
DARPA Grants Officer	4, 5	1

#### 15. Terminations and Enforcement:

(a) Termination. Pursuant to DoDGARs §32.61, this Agreement may be terminated, in whole or in part by the Grants Officer, if the recipient materially fails to comply with these terms and conditions or with the consent of the Recipient. The Recipient may terminate the Agreement upon sending written notification to the Grants Officer as set forth in DoDGARs §32.61(3).

(b) Enforcement. If the Recipient fails to materially comply with these terms and conditions, the Grants Officer may impose special conditions as outlined in DoDGARs §32.14 or take the appropriate action as listed at DoDGARs §32.62(a)(1) – (5).

#### 16. Disputes, Claims, and Appeals:

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the Grants Officer level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Disputes Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Disputes and Claims. When a claim cannot be resolved using the procedures identified above; the Recipient may submit a claim arising out of or relating to the Agreement in writing to the Grants Officer for final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. Within 60 calendar days, the Grants Officer shall, pursuant to DoDGARs §22.815(d), either prepare a written decision or notify the Recipient of a specific date when a decision will be rendered. The decision of the Grants Officer shall be final unless the Recipient decides to appeal to the Grant Appeal Authority.

(d) Appeals. The Recipient, under DoDGARs §22.815(e), may appeal the Grants Officer decision by filing a written notice of appeal to the Grant Appeal Authority and the GO within 90 days of receiving the decision. The Grant Appeal Authority shall decide the appeal based solely on the written record unless the Grant Appeal Authority decides to conduct a fact-finding procedure or an oral hearing on the appeal.

17. After-the-Award Requirements: Closeout, subsequent adjustments, continuing responsibilities and collection of amounts due are subject to the requirements in DoDGARs §34.61 through §34.62 and DoDGARs 22.825. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Report, and all confirmatory instruments. The GO may make a settlement for any downward adjustment to the Federal share of costs after closeout reports are received.

18. Principal Investigator: Support for the project may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Agreement. If the approved PI (1) severs his or her connection with the Recipient, or (2) otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), then the Recipient must either:

(a) appoint a replacement PI with the approval of the GOR, or

(b) relinquish the Agreement, in which case the Agreement shall be terminated in accordance with DoDGARs §32.61 entitled “Termination”.

19. Nondiscrimination: By signing or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d, et seq.) as implemented by DoD regulations at 32 CFR part 195. Said Act, as amended, and regulations are incorporated in this Grant by reference:

(b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (Universities only). Said Amendments are incorporated in this Agreement by reference;

(c) Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90. Said Act and amendments are incorporated in this Agreement by reference;

(d) Rehabilitation Act of 1973 (29 U.S.C. 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.



20. Live Organisms:

(a) Human Subjects. Agreement funds may NOT be used for research that uses uninformed or nonvoluntary humans as experimental subjects. The Recipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The Recipient agrees to comply with the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 implemented by the Department of Defense at 32 CFR part 219.

(b) Animal Welfare. Any Recipient performing research, experimentation, or testing involving the use of animals shall comply with the rules on animal acquisition, transport, care, handling, and use in : (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131-2156); and (ii) the guidelines described in National Institutes of Health Publication No. 86-23, "Guide for the Care and Use of Laboratory Animals".

21. Clean Air and Water: If the amount of the Agreement exceeds \$100,000, the Recipient assures that it will comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), as amended and the Clean Water Act (33 U.S.C. 1251 et seq.), as implemented by Executive Order No. 11738 (3 CFR, 1971-1975 Comp. P. 799), and the related regulations of the Environmental Protection Agency (EPA) (40 CFR part 15). Said regulations, Executive Order, and Acts are incorporated in this Agreement by reference.

The Recipient further agrees that it will not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list. If, in performing this award, the Recipient intends to use a facility that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities, the recipient shall notify DARPA.

22. Officials Not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

23. Transportation Preferences:

(a) U.S. Flag Carriers. Travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General's Decision B-138942. Such Act and guidelines are incorporated in this Agreement by reference.

(b) Cargo Preference. The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7 which require that at least 50 percent of equipment, materials, or commodities procure or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

24. Military Recruiting on Campus (Universities only): As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy of denying, and that it is not an institution of higher education that effectively prevents, the Secretary of Defense from obtaining for military recruiting purposes: (A) entry to campuses or access to students on campuses; or (B) access to directory information pertaining to students. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

25. Freedom of Information Act (FOIA) Access to Researcher's Data: Upon DARPA's request, pursuant to DoDGARs §32.36(d), the Recipient shall provide, within a reasonable time, research data as defined in DoDGARs §32.3(d)(2)(i).

26. Paperwork Reduction Act: This Agreement shall be subject to the Paperwork Reduction Act of 1995 (44 U.S.C. 3500, et seq.) only under either of the following circumstances:

(a) The Government specifically requests the Recipient to collect information using forms, schedules, questionnaires, or other methods calling for answers to:

(1) Identical questions from ten or more persons other than agencies, instrumentalities, or employees of the United States; or

(2) Questions from agencies, instrumentalities, or employees of the United States, which are to be used for statistical compilations of general public interest.

(b) The terms and conditions of this Agreement require specific approval by the Government of such information collection or the collection procedures.

27. Metric System: The Recipient shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Agreement and in measurement-sensitive outputs of this Agreement.

28. Resource Conservation and Recovery Act: In accordance with the Resource Conservation and Recovery Act (section 6002, Pub. L. 94-580, 42 U.S.C. 6962), State and local institutions of

higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the guidelines developed by the Environmental Protection Agency.

29. Restrictions on Printing: Unless otherwise authorized in writing by the Grants Officer, reports, data, or other written material produced using funds provided by this Agreement and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this Agreement, or incidental printing such as forms or materials necessary to be used by the Recipient to respond to the terms of the Agreement. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph.

In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Reipient is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent post consumer material.

30. Publication: Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication shall be submitted to the GOR simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the GOR.

31. Acknowledgment of Sponsorship:

(a) The Recipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.

(b) For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security."

32. Information Technology: All Information Technology (IT) under this Agreement shall be "year 2000 compliant".

IT, as used in this part, means all computer related hardware and/or software purchased and/or developed under this Agreement.

“Year 2000 compliant”, as used in this part, means, with respect to IT, that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being acquired, properly exchanges date/time data with it.

33. Patent Rights: Patent rights are as specified in DoDGARs §32.36(b), citing 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, which titles and sections are incorporated herein by reference. The “Standard patent rights clause” at 37 CFR 401.14 is modified at section (f) to include the additional requirements stated in 37 CFR 401.5(f)(1), (2) and (3).

The Recipient shall utilize DD Form 882, Report of Inventions and Subcontracts, for submission of interim and final invention reports. The DD Form 882 and all invention disclosures shall be submitted to the Administrative Grants Officer for proper disposition and forwarding to the Grants Officer.

34. Rights in Technical Data, Computer Software, and Copyright:

(a) Technical Data. Rights are as specified in DoDGARs §32.36(c) which is incorporated herein by reference.

(b) Computer Software. The Government will receive unlimited rights in all computer software resulting directly from the performance of experimental, developmental, or research work which is specified as an element of performance under this Agreement or any other Agreement, Grant, contract, or any subcontract made hereunder. Unlimited rights, as used in this clause, means rights to use, duplicate, release, or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(c) Copyright. Rights are as specified in DoDGARs §32.36(a) which is incorporated herein by reference.

35. Research Involving Recombinant DNA Molecules: Any Recipient performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR 34496) as amended, or such later revision of those guidelines as may be published in the Federal Register.

36. Activities Abroad: The Recipient shall assure that project activities carried on outside the United States are coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which the activity(ies) is (are) to be conducted.

37. Security: The Recipient shall not be granted access to classified information under this Agreement. If security restrictions should happen to apply to certain aspects of the proposed research, the Recipient will be so informed. In the event that the scientific work under this Agreement may need classification, or involve access to or storage of any classified data, the Government shall make its decision on the need to classify, or require such access or storage, within 30 days after receipt of written notice from the Recipient. If the decision is affirmative, the Government shall invoke the clause in DoDGARs §32.61 entitled “Termination”.

38. Drug-Free Requirements: This Agreement is subject to the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.